absence of apology . . . or the malice of the defendant" (*Broome* v. *Cassell & Co. Ltd.*,[3] *per* Lord Hailsham L.C. at page 1071E). The learned judge described his award as "fair compensation for this very serious slander", and the Court of Appeal considered that the defendant had published "a very grave slander which struck at the heart of the Prime Minister's political reputation". The appellant is thus again confronted by a concurrent finding of fact arrived at by both lower courts. In such circumstances the settled practice of the Board is not to interfere unless it has been demonstrated that there has been "some miscarriage of justice or violation of some principle of law or procedure" (*Srimati Bibhabati Devi* v. *Kumar Ramendra Narayan Roy*,[4] *per* Lord Thankerton at page 521). And reluctance to interfere is particularly called for where concurrent findings are dependent upon local conditions with which local judges are inevitably more familiar than members of their Lordships' Board can ever hope to be. The assessment of damages in the present case is peculiarly dependent on local conditions and local tariffs, and neither in that respect nor in relation to the issue of liability has the appellant demonstrated that any error of law underlay the conclusions arrived at in the lower courts.

Their Lordships will therefore dismiss the appeal. The appellant must pay the respondent's costs.

Appeal dismissed.

Solicitors: *Ward Bowie; Herbert Smith & Co.*

SINGAPORE REPORTS

RE B. & W. INDUSTRIAL & SUPPLIERS; EX PARTE DAISY PAPER CUPS & WOODEN STICKS CO.

[O.C.J. (Sinnathuray J.) January 29, 1982]

[Singapore — In Bankruptcy No. 325 of 1981]

Bankruptcy — Petition by substituted service — Application for Receiving and Adjudication Order against partner of firm — Whether petition by substituted service on firm is service against partner.

The bankruptcy petition was lodged against the firm, B & W Industrial & Suppliers. The petition was served by way of substituted service on the firm by an advertisement. The applicants sought for a Receiving and Adjudication Order against a partner of the firm. They contended that because the bankruptcy notice had been served on the partner, the petition served by way of substituted service on the firm was a service against the particular partner.

Held: injustice may be caused to the partner who had not been served with the petition. The application for a Receiving and Adjudication Order against the partner must therefore be dismissed.

BANKRUPTCY PETITION.

Khoo Guan Chuan for the Petitioning Creditors.

Zainol Abeedin bin Hussein for the Official Assignee.

Sinnathuray J. (delivering oral judgment): The bankruptcy petition is against the firm, B & W Industrial & Suppliers. The petition was served by way of substituted service on the firm by an advertisement.

The application made on behalf of the petitioning creditors this morning is that a Receiving and Adjudication Order be made against a partner of the firm. The submission is that because the bankruptcy notice had been served on the partner, the petition served by way of substituted service on the firm is a service against the particular partner and that I should make a Receiving and Adjudication Order against that partner. I cannot accede to that submission. There is no authority to support it. Mr. Zainol Abeedin for the Official Assignee opposes the application. He submits that an injustice may be caused to that partner who has not been served with the petition. I agree with him. The application for a Receiving and Adjudication Order against the partner is dismissed.

Application dismissed.

Solicitors: *Chua, Hay & Wee.*

ONG BOON POK REALTY CO. (PTE.) LTD. v. CHIANG HONG (PTE.) LTD.

[O.C.J. (Sinnathuray J.) January 29, 1982]

[Singapore — Civil Suit No. 2631]

Land Law — Sale and purchase agreement — New law restricting sale of property to citizens — Non-citizens to obtain government approval — Effect on agreement — Whether contract could be rescinded.

Contract — Real property — Sale and purchase agreement — New law restricting sale of property to citizens — Non-citizens to obtain government approval — Effect on agreement — Whether contract could be rescinded.